



**ARTICLE II.**  
**DEFINED TERMS**

Unless the context otherwise specifies or requires, the words and phrases in this Ninth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

**ARTICLE III.**  
**ANNEXATION**

Pursuant to Section 11.01 of the Master Declaration, the Declarant hereby declares that the Annexed Property is annexed to the Property, and brought within the provisions of the Master Declaration, and is hereby made part of the "Subdivision" and "Property", subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

**ARTICLE IV.**  
**OWNERS ASSOCIATION**

As provided in Section 11.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of the Association with all rights, privileges and obligations as all other members. The Master Declaration is amended by the addition of the following sections:

A new Section 6.05(b)(i) is added to Section 6.05 as follows:

"(i) **Fines.** Notwithstanding anything else in the Master Declaration to the contrary, and without eliminating any other remedies available to it, the Association shall have the power to adopt, impose, and enforce fines for violations of Association rules or for any other provision of the Declaration. Such fines shall be a charge against the Owner and a Limited Assessment upon the Owner's Lot, enforceable in the same manner as any other assessment."

A new Section 9.04(d) is added to Section 9.04 as follows:

"(d) **Fines.** Any fines assessed pursuant to this Master Declaration and Section 6.05(b)(i) shall be a Limited Assessment upon the Owner and the Owner's Lot."

**ARTICLE V.**  
**CONFLICTS**

Any conflict between the terms of the Master Declaration, as amended, and the provisions of this Ninth Amendment shall be controlled by this Ninth Amendment.

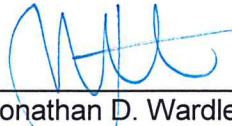
**ARTICLE VI.**  
**EFFECTIVE DATE**

This Ninth Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Declarant under the Master Declaration, and pursuant to Section 11.01 of the Master Declaration, has hereunto executed this Ninth Amendment as of the date and year first above written.

**DECLARANT:**

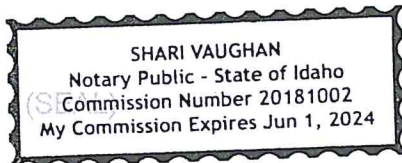
BRIGHTON DEVELOPMENT INC.,  
an Idaho corporation

By:   
Jonathan D. Wardle, President

STATE OF IDAHO     )  
                                  ) ss:  
County of Ada         )

On this 9<sup>th</sup> day of October, 2018, before me, the undersigned Notary Public, personally appeared Jonathan D. Wardle, known or identified to me to be the President of BRIGHTON DEVELOPMENT INC., an Idaho corporation, and the person who subscribed said Corporation's name to the foregoing instrument as the President of said Corporation, and acknowledged to me that he executed the same in said Corporation's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
Notary Public for Idaho  
My Commission Expires: 6-1-2024